

CITY OF FAIRFIELD
RESOLUTION NO. 2018 - 110

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIRFIELD AUTHORIZING
THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF FAIRFIELD AND COASTLAND CIVIL ENGINEERING, INC.
FOR PROJECT MANAGEMENT SERVICES FOR THE IMPLEMENTATION OF
INFRASTRUCTURE PROJECTS IN THE HEART OF FAIRFIELD SPECIFIC PLAN**

WHEREAS, the City desires to implement the infrastructure projects identified in the Heart of Fairfield Plan; and

WHEREAS, Coastland Civil Engineering, Inc. is qualified to provide the project management services for Heart of Fairfield Infrastructure Planning.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY
RESOLVES:**

Section 1. The City Manager is hereby authorized and directed to execute on behalf of the City of Fairfield that certain agreement for project management services with Coastland Civil Engineering, Inc. for Heart of Fairfield Infrastructure Planning for an amount not to exceed two hundred eighty-one thousand, one hundred forty-one dollars (\$281,141).

Section 2. The Public Works Director is hereby authorized to execute and administer amendments in an amount not to exceed fourteen thousand, fifty-seven dollars (\$14,057).

PASSED AND ADOPTED this 5th day of June, 2018, by the following vote:

AYES: COUNCILMEMBERS: PRICE/TIMM/BERTANI/MOY/VACCARO

NOES: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS: NONE

ABSTAIN: COUNCILMEMBERS: NONE

Jerry T. Price
MAYOR

ATTEST:

Karen L. Rees

CITY CLERK

pw

AGREEMENT FOR PROJECT MANAGEMENT SERVICES

Heart of Fairfield Infrastructure Planning

THIS AGREEMENT, made and entered into as of June 11, 2018, by and between the CITY OF FAIRFIELD, a municipal corporation, hereinafter referred to as "CITY" and COASTLAND CIVIL ENGINEERING, INC., a California corporation, hereinafter referred to as "CONSULTANT."

RECITALS

- A. CITY desires to contract for certain project management services necessary for the Heart of Fairfield Infrastructure Planning Project, and for the purposes of this Agreement shall be called "PROJECT," and,
- B. CONSULTANT is willing and qualified to undertake said consulting work;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein set forth, the parties do hereby agree as follows:

AGREEMENT

I. **DUTIES OF CONSULTANT**

The CONSULTANT shall provide professional project management services required for the PROJECT as follows (collectively, "Consultant's Services"):

- A. **Project Coordination.** The CONSULTANT's primary contact with the CITY shall be the CITY's Project Manager, Paul Kaushal, or any other as designated by the City Engineer.
- B. **Project Scope.** The CONSULTANT shall provide the project management services in accordance with the Scope of Work attached hereto as Exhibit "A".
- C. CONSULTANT shall, at its sole cost and expense, furnish all facilities and equipment, which may be required for furnishing services pursuant to this Agreement.

II. DUTIES OF CITY

The CITY shall:

- A. Make available previous plans, reports, and all other data relative to the design of the PROJECT and full information as to the CITY's requirements, including title reports and condemnation guarantees as required.
- B. Review preliminary and final plans, specifications, estimates, and other documents presented by CONSULTANT and render decisions within a reasonable time, and give prompt notice to CONSULTANT at any time CITY observes or otherwise becomes aware of any error, omission, or defect in the PROJECT.
- C. Provide for all necessary environmental clearances.
- D. Reproduce and distribute bid documents, advertise the project for bidding purposes, maintain a plan holders list, and distribute addenda.
- E. Provide construction management services as required.
- F. Provide construction inspection and red-lined drawings from which CONSULTANT shall prepare "Record Drawings".
- G. Make all necessary provisions for CONSULTANT to enter upon public and private property as required in the performance of Consultant's Services under this Agreement.
- H. Contract with engineering and financial planning firms, as necessary, to complete the design and fee study components of the project.

III. MISCELLANEOUS PROVISIONS

- A. CONSULTANT shall not assign any rights or duties under this Agreement to a third party without the prior written consent of CITY.
- B. It is understood by and between the parties hereto that CONSULTANT, in the performance of this Agreement, shall act as, and be, an independent contractor and not an agent or employee of CITY. CITY shall have the right to control CONSULTANT only insofar as the results of CONSULTANT's Services rendered pursuant to this Agreement; however, CITY shall not have

- the right to control the means by which CONSULTANT accomplishes the Consultant's Services rendered pursuant to this Agreement.
- C. CONSULTANT represents and warrants to CITY that CONSULTANT has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for CONSULTANT to practice CONSULTANT'S profession. CONSULTANT represents and warrants to CITY that CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONSULTANT to practice his or her profession.
 - D. Except as CITY may specify in writing, CONSULTANT shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONSULTANT shall have no authority, express or implied, pursuant to this Agreement, to bind CITY to any obligation whatsoever.
 - E. CONSULTANT shall assign only competent personnel to perform Consultant's Services. In the event that CITY, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform Consultant's Services, CONSULTANT shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.
 - F. CONSULTANT shall perform Consultant's Services in the manner and according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged in the geographical area in which CONSULTANT practices his or her profession. All products of whatsoever nature which CONSULTANT delivers to CITY pursuant to this Agreement shall be prepared in a first-class, professional manner, and conform to the standards of quality normally observed by a person practicing in CONSULTANT's profession. CITY shall be the sole judge as to whether the product of the CONSULTANT is satisfactory.
 - G. CONSULTANT is not a "public official" for purposes of Government Code §§ 87200 et seq. CONSULTANT conducts research and arrives at conclusions with respect to his or her rendition of information, advice, recommendation or

- counsel independent of the control and direction of the CITY or any CITY official, other than normal contract monitoring. In addition, CONSULTANT possesses no authority with respect to any CITY decision beyond the rendition of information, advice, recommendation or counsel.
- H. The parties hereto agree to immediately and diligently proceed with their respective duties as set forth herein to the end that the PROJECT will be completed satisfactorily within the shortest reasonable time.
 - I. The CONSULTANT is not responsible for delay, nor shall CONSULTANT be responsible for damages or be in default or deemed to be in default by reason of strikes, lockouts, accidents, or acts of God; or the failure of CITY to furnish timely information or to approve or disapprove CONSULTANT's Services promptly; or delay or faulty performance by CITY, other contractors, or governmental agencies; or any other delays beyond CONSULTANT's reasonable control.

IV. COMPENSATION OF CONSULTANT

- A. Basis of Compensation. For and in consideration of Consultant's Services, CITY agrees to pay CONSULTANT, and CONSULTANT agrees to accept from CITY as full compensation for said services the following maximum, not to exceed, amount(s):
 - 1. For those services described in Section I. compensation shall be on a time and material basis with a maximum fee not to exceed TWO HUNDRED EIGHTY ONE THOUSAND ONE HUNDRED FORTY ONE DOLLARS (\$281,141).
- B. Extra Work and Change Order Fee. Extra Work performed by the CONSULTANT for any work required by the CITY which is not specified as part of Consultant's Services in Section I, including but not limited to, any changes to CONSULTANT's Services including but not limited to contract change orders after the award of the construction contract by the City Council, or testimony in Court, shall be compensated by the use of the time and

material fee rates of the attached Exhibit "B." No extra work will be compensated for unless required by CITY in writing.

C. Schedule of Payments.

1. CONSULTANT shall submit, and CITY shall pay, monthly invoices for work performed during the previous month. For the time and material services billing shall be based on the hourly and fee rate charges set forth in Exhibit "A" attached hereto, and on the number of hours expended on the PROJECT by each classification of employee.
2. In the event PROJECT is terminated, CITY shall pay to CONSULTANT full compensation for work performed up until the date of CONSULTANT's receipt of written notification to cease work on the PROJECT.
3. CONSULTANT shall notify the CITY in writing when the CONSULTANT's invoices total billing is within 25% of the contract compensation as indicated in Section IV.A.

V. TIME OF COMPLETION

Consultant's Services shall be completed by December 31, 2020 or until the scope of work is complete.

VI. PROJECT MANAGER

CONSULTANT designates George Hicks as Project Manager, to remain such unless or until CONSULTANT requests to change said designation and said request is approved by CITY. Major duties shall include:

- A. Personally direct all work essential to the PROJECT.
- B. Sign all letters and instruments as requested by, and on behalf of, CITY.
- C. Attend public meetings related to the PROJECT.

VII. CANCELLATION OF AGREEMENT

This Agreement may be canceled at any time by CITY for its convenience upon written notification to CONSULTANT. CONSULTANT shall be entitled to receive

full compensation payment for all services performed and all costs incurred to the date of receipt of written notice to cease work on the PROJECT. Said compensation will be determined in accordance with Section IV. CONSULTANT shall be entitled to no further compensation for work performed after the date of receipt of written notice to cease work on the PROJECT.

VIII. INDEMNIFY AND HOLD HARMLESS

- A. Indemnity for Design Professional Services. In connection with its design professional services hereunder, Consultant shall hold harmless and indemnify City, and its elected officials, officers, employees, servants, designated volunteers, and those City agents serving as independent contractors in the role of City officials (collectively, "Indemnitees"), with respect to any and all claims, demands, damages, liabilities, losses, costs or expenses, including reimbursement of attorneys' fees and costs of defense (collectively, "Claims" hereinafter), including but not limited to Claims relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to in whole or in part to the negligence, recklessness, or willful misconduct of Consultant or any of its officers, employees, subcontractors, or agents in the performance of its design professional services under this Agreement.
- B. Other Indemnities. In connection with all claims, demands, damages, liabilities, losses, costs or expenses, including attorneys' fees and costs of defense (collectively, "Damages" hereinafter) not covered by Section VIII. A, Consultant shall defend, hold harmless and indemnify the Indemnitees with respect to all Damages, including but not limited to, Damages relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to the acts or omissions of Consultant or any of its officers, employees, subcontractors, or agents in the performance of this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the City or any of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the parties. Consultant

shall defend Indemnitees in any action or actions filed in connection with any such Damages with counsel reasonably acceptable to the City, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant's duty to defend pursuant to this Section VIII. B shall apply independent of any prior, concurrent or subsequent misconduct, negligent acts, errors or omissions of Indemnitees.

- C. Survival of Indemnification Obligations. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. The Indemnities in this Section VIII shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

IX. INSURANCE

During the term of this Agreement CONSULTANT shall obtain and maintain in full force and effect at his/her own cost and expense the following insurance coverage:

- A. Worker's Compensation Insurance. Worker's Compensation Insurance, as required by the State of California, shall be provided that is necessary in connection with the performance of this Agreement. Such insurance shall relieve CITY from all responsibility for such benefits. Said policy shall also include employer's liability coverage no less than one million dollars (\$1,000,000.00) per accident for bodily injury and disease.
- B. General Liability Insurance. CONSULTANT shall obtain at its sole cost and keep in full force and effect during the term of this agreement commercial general liability insurance in the amount of one million dollars (\$1,000,000.00) per occurrence for bodily injury, personal injury, and property damage. Said insurance shall provide (1) that the CITY, its officers, agents, employees, and volunteers shall be named as additional insureds under the policy, and (2) that the policy shall operate as primary insurance, and that (3) no other insurance effected by the CITY or other named insureds will be called upon to cover a loss covered thereunder.

C. Automobile Liability Insurance.

CONSULTANT shall obtain at its sole cost and keep in full force and effect during the term of this agreement automobile liability insurance in the amount of one million dollars (\$1,000,000.00) per occurrence for bodily injury and property damage. Said insurance shall provide (1) that the CITY, its officers, agents, employees, and volunteers shall be named as additional insureds under the policy, and (2) that the policy shall operate as primary insurance, and that (3) no other insurance effected by the CITY or other named insureds will be called upon to cover a loss covered thereunder.

D. Certificates of Insurance.

CONSULTANT shall file with the CITY's Director of Public Works upon the execution of this agreement, certificates of insurance which shall provide that no cancellation, major change in coverage, expiration, or renewal will be made during the term of this Agreement, without thirty (30) days written notice (except 10-day notice for nonpayment of the premium) to the Director of Public Works prior to the effective date of such cancellation, or change in coverage.

E. Professional Liability Insurance. During the term of this Agreement, CONSULTANT shall maintain a professional liability insurance policy covering any loss arising out of errors, omissions, or negligent actions of CONSULTANT in the amount of not less than one million dollars (\$1,000,000.00).

X. OWNERSHIP OF DOCUMENTS

All documents prepared by CONSULTANT in the performance of his or her duties under this Agreement, including but not limited to, the plans, reproducible mylar plans, specifications, studies, reports, and contract documents shall be the property of the City of Fairfield. If this Agreement is canceled in accordance with Section VII above, all completed and partially completed documents prepared by CONSULTANT shall be delivered to the CITY in both printed and electronic format within two weeks of notice of cancellation. CONSULTANT shall not obtain or attempt to obtain copyright protection as to any documents prepared hereunder.

XI. SCOPE OF AGREEMENT

This writing constitutes the entire agreement between the parties relative to CONSULTING services on the PROJECT and no modification hereof shall be effective unless or until such modification is evidenced by a writing signed by both parties to this Agreement.

XII. PROHIBITED INTERESTS

No employee of the City of Fairfield shall have any direct financial interest in this Agreement. This Agreement shall be voidable at the option of the CITY if this provision is violated.

XIII. LOCAL EMPLOYMENT POLICY

- A. The City of Fairfield desires wherever possible to hire qualified local residents to work on City projects. Local resident is defined as a person who resides in Solano County.
- B. The City encourages an active affirmative action program on the part of its contractors, consultants, and developers.
- C. When local projects require, subcontractors, contractors, consultants, and developers will solicit proposals from qualified local firms where possible.
- D. As a way of responding to the provisions of the Davis-Bacon Act and this program, contractors, consultants, and developers will be asked to provide no more frequently than monthly, a report which lists the employee's name, job class, hours worked, salary paid, City of residence, and ethnic origin.

XIV. EMPLOYMENT DEVELOPMENT DEPT. REPORTING REQUIREMENTS.

When CITY executes an agreement for or makes payment to CONSULTANT in the amount of \$600 (six hundred dollars) or more in any one calendar year, CONSULTANT shall provide the following information to CITY to comply with Employment Development Department (EDD) reporting requirements:

- A. Whether CONSULTANT is doing business as a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, non-profit corporation or other form of organization.
- B. If CONSULTANT is doing business as a sole proprietorship, CONSULTANT shall provide the full name, address and social security number or federal tax identification number of the sole proprietor.
- C. If CONSULTANT is doing business as other than a sole proprietorship, CONSULTANT shall provide CONSULTANT's federal tax identification number.

XV. MISCELLANEOUS PROVISIONS

- A. Legal Action.
 - 1. Should either party to this Agreement bring legal action against the other, the validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to this Agreement shall be in the Solano County Superior Court.
 - 2. If any legal action or other proceeding, including action for declaratory relief, is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, experts' fees, and other costs, in addition to any other relief to which the party may be entitled.
 - 3. Should any legal action about a project between CITY and a party other than CONSULTANT require the testimony of CONSULTANT when there is no allegation that CONSULTANT was negligent, CITY shall compensate CONSULTANT for its testimony and preparation to testify at hourly rates that are agreed-upon in advance in writing by both parties.
- B. Entire Agreement; Modification. This Agreement, including any other documents incorporated herein by specific reference, represents the entire and integrated agreement between CITY and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral.

This Agreement may be modified or amended, or provisions or breach may be waived, only by subsequent written agreement signed by both parties.

- C. Non-Waiver of Terms, Rights and Remedies. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by the CITY of any payment to CONSULTANT constitute or be construed as a waiver by the CITY of any breach of covenant, or any default which may then exist on the part of CONSULTANT, and the making of any such payment by the CITY shall in no way impair or prejudice any right or remedy available to the CITY with regard to such breach or default.
 - D. Time. Time is of the essence in the performance of this Agreement.
 - E. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
 - F. Notices

Except as otherwise required by law, any notice, request, direction, demand,

F. Notices

Except as otherwise required by law, any notice, request, direction, demand, consent, waiver, approval or other communication required or permitted to be given hereunder shall not be effective unless it is given in writing and shall be delivered (a) in person or (b) by certified mail, postage prepaid, and addressed to the parties at the addresses stated below, or at such other address as either party may hereafter notify the other in writing as aforementioned:

To CITY:

ATTN: Paul Kaushal

City of Fairfield

Public Works Department

1000 Webster Street

Fairfield, CA 94533

To CONSULTANT:

ATTN: George Hicks

Coastland Civil Engineering, Inc.

3478 Buskirk Avenue, Ste 1000

Pleasant Hill, CA 94523

A party may change its address by giving written notice to the other party. Thereafter, any notice or other communication shall be addressed and transmitted to the new address. If sent by mail, any notice, tender, demand, delivery or other communication shall be deemed effective three (3) business days after it has been deposited in the United States mail. For purposes of communicating these time frames, weekends and CITY holidays shall be excluded. No communication via facsimile or electronic mail shall be effective to give any such notice or other communication hereunder.

G. Counterparts. This Agreement may be executed in counterparts, each of which shall be considered an original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of

June 11, 2018.

CITY OF FAIRFIELD
a municipal corporation (CITY)

T. J. Wagner
City Manager

JBZ

By John J. Wagner

Coastland Civil Engineering, Inc.
3478 Buskirk Avenue, Ste 1000
Pleasant Hill, CA 94523

Paul W. Wade
Paul W. Wade
CFO

WORK PLAN

Based on our understanding of the project and our experience, we have put together the following Scope of Services in response to the RFP. This scope is organized based on the task list contained in Appendix B of the RFP.

Task A: Assemble Public Works Heart of Fairfield Team

The Coastland team will work closely with the City Engineer and rest of the City team to:

- Review and rate proposals submitted in response to the RFP for Engineering Design and Financial Planning Services,
- Participate in interviews of consultant teams,
- Provide input to the City on consultant selection,
- Assist with drafting of final scope of services and other contract details,
- Prepare contract award letter and response to all consultants for City signature, and
- Prepare draft City Council staff report for award of the contract.

We have allocated a total of 40 hours to complete Task A

Task B: Infrastructure Plan/Fee Study

Action 1: Identify all HOF infrastructure candidates.

We will work closely with the City and incorporate representatives from the design and financial team. The HOF Plan identifies a comprehensive list of public infrastructure projects. All of these previously identified projects should be considered. Some other possible projects are Rule 20 undergrounding project for dry utilities, the Fairfield Transportation Center expansion, and the West Texas Gateway project. We would meet with City staff and the rest of the team to "brainstorm" and identify any missing projects that should be considered for inclusion in the fee program. Although they are likely to be funded by other means, some of the other Plan infrastructure elements such as transit amenities, lighting, utilities, street scape, should also be considered. It is important to make sure that this list is comprehensive to help maximize the flexibility of the City and preserve the ability to utilize future fee revenues for as many infrastructure projects as possible.

*We have allocated a total of 36 hours to complete Task B
Action Item 1.*

Action 2: Identify Project Scopes

This is a critically important item. To ensure complete and accurate scoping of the identified infrastructure project candidates, we would:

- Review City record drawings and base maps, make field reconnaissance visits, and review projects scopes with City field personnel to ensure that all relevant design details and considerations are identified.
- We have preliminarily identified potential utility conflicts with some of the infrastructure concepts identified in the Plan on Broadway and West Texas streets. Following our review of all the identified infrastructure project candidates outlined above, we would provide the City with options to deal with these conflicts including reconfiguration of the design concepts contained in the Plan as well as options to relocate conflicting utilities to preserve the Plan's original concepts.

*We have allocated a total of 60 hours to complete Task B
Action Item 2.*



- Discuss phasing options with the City and determine anticipated construction sequencing and approach to constructing these projects.
- Solicit the City's input on other projects elements that may affect construction cost such as requirements for private property access during construction, construction traffic configurations, and any needs or desires to rehabilitate other infrastructure in the area as part of these projects.
- Discuss with the City their interest in considering potential non-conventional construction alternatives to the proposed construction projects such as full-depth reclamation or cold in-place recycling of existing street sections to potentially meet the City's objectives at a lower cost.
- Meet with Public Works Engineering and Operations staff to roughly scope the corporation yard relocation including required foot print, list of facilities, utility service needs (i.e. to support planned future electrification of the City's transit and Public Works fleets). In addition to supporting the development of cost estimates, our approach to this effort will also provide important screening criteria to be used to help identify potential future candidate sites for the relocation of the Corporation Yard.

Action 3: Develop Cost Estimates

We will develop cost estimates for all the projects identified in Action 2. Cost will be for the complete delivery of projects and include all design, construction, contingencies and soft costs associated with the projects. Cost estimates for all project options and phasing identified in Action 2 will be included. As we understand the RFP, we as project manager are requested to provide these cost estimates. In our role as contract City Engineers and as design engineers, Coastland routinely develops and presents cost estimates similar infrastructure projects.

*We have allocated a total of
160 hours to complete Task B
Action Item 3.*

Action 4: Prioritize Highest Value Projects

While there are objective elements to the determination of a project's value, the final determination of the highest value projects will have an important subjective element. The value of the various projects should be determined considering their delivery cost together with their ability to incentivize private development/investment, particularly in the catalyst project sites and other high-value sites identified by the City. The timing and/or sequencing of projects should also be considered as an important factor.

*We have allocated a total of
216 hours to complete Task B
Action Item 4.*

In order to ensure that all perspectives are considered in the assessment of the relative value of projects and that the development of a fee program has as much public support as possible, we plan to conduct a series of public meetings at this stage of the project. In addition to up to four (4) smaller, focused meetings with key property owners and stakeholders, we propose to hold two (2) community forums to gather broad input on the perceived value of prospective infrastructure projects.

In the smaller, focused meetings with key stakeholders and property owners we would work to determine the plans, desires, concerns, and timing of property owners and prospective development interests. This will help promote good will with potential investors as well as help us tailor the fees and processes where possible to complement the plans of the public. To solicit the input of the public at large, AIM Consulting will team with Coastland's Project Manager to provide the following services:

- Outreach Management



- Stakeholder Identification & On-Going Communication
- Key Stakeholder One-on-One Meetings (4)
- Stakeholder Focus Group Meetings (2)

Action 5: Conduct Economic Feasibility Study to determine Max Fee

Unlike standard fee programs for bare-dirt development where the large difference between pre- and post-development land values creates a substantial margin to help fund impact mitigation fees, infill development has a much narrower margin and ability to fund fees.

*We have allocated a total of
40 hours to complete Task B
Action Item 5.*

The economic feasibility study would be performed by the Financial Planning Services Consultants hired by the City. We would manage this process in close consultation with the City and its other consultants. An important element of this process will be to determine if the proposed Heart of Fairfield Impact Fees would be in place of, or in addition to, current fees. This determination will be largely up to the City, its legal team and the fee consultants to decide but we will work with the overall team to ensure that this question is addressed here. The decision will have a significant impact of the size and scope of the Heart of Fairfield Fee program.

This Action item will need to be carefully and thoroughly done to minimize public criticism of the final fee program. We would work with the City to identify and schedule meetings with some of the more likely properties owners and/or developers to be sure that their potential plans are appropriately considered in the completion of this Action.

Action 6: Determine Final List of Projects to be Included in Fee Study

We recommend that the final project list be as inclusive of the identified infrastructure projects as reasonably possible. This is important since a fee program for an in-fill area such as the Heart of Fairfield, where the overall revenue generation is unknown and highly variable, is markedly different than a traditional fee program where the revenue generation and corresponding project list is relatively well defined. We recommend that the City establish a ranked-priority for infrastructure projects in the Plan area and pursue them in their ranked order as funding allows. Not only will this allow the City to have the flexibility to maximize their progress in implementing the Plan, it also helps to avoid the conflict that naturally occurs between proponents of various projects that are often inclined to compete for inclusion on a short-list of projects to be funded.

*We have allocated a total of
24 hours to complete Task B
Action Item 6.*

We would provide the City with an estimated minimum and maximum revenue generation based on the outcome of Action 5 and the development projections outlined in the Plan. In close consultation with the City, we would create the list of projects to be included in the nexus fee study. As outlined above, the output should be a list ranked by value from highest to lowest since no one will be sure about the total fees that will be collected or the grant revenues that may be received.

Another consideration in this Action would be whether any of the identified infrastructure projects would be more appropriately pursued through project mitigations and conditional approvals vs fee funded. We would provide the City with our recommendations on these options for their consideration.

Action 7: Perform Nexus Study



This Action would be performed by the Financial Planning Services Consultants hired by the City. We would manage this process in close consultation with the City and its other consultants. As outlined in the Plan, the goal here is to implement a fee program for the Plan area that is appropriate and recognizes the reduced impacts of infill. Since an alternative fee for infill has been raised by the community as an issue recently, the City may want to consider whether or not to include other infill areas in this fee study. Although not included in our scope, we believe sufficient funds are available in the City's proposed budget for this project to fund our role in a broader study if desired.

*We have allocated a total of
80 hours to complete Task B
Action Item 7.*

Since this nexus study will almost assuredly establish a maximum fee that far exceeds what the area can afford, we will work with the City to determine the overall fee burden they want to propose.

At this point, we will work with the City and the consultant team to determine the allocation of those fees across varying elements of the fee program. We will provide input into options/alternatives for cost allocation, how they might affect properties and incentivize or deter investment.

Action 8: Outreach to Property Owners/Developers

We will coordinate and lead the public outreach efforts regarding the proposed impact fees. We propose that this process be performed through a combination of small, focused meetings with key property owners/developers and a broader public meeting similar to what was described in Action 4 above.

*We have allocated a total of
262 hours to complete Task B
Action Item 8.*

This is the City's opportunity to test public reaction to the proposed fees before the adoption process. We will listen intently for concerns expressed concerning the fee amount, project list, or nexus study. We will help the City gauge the level of concern/support and develop and recommend any alternatives that the City might want to consider in addressing or responding to these concerns. Depending on the level of concern expressed, we recommend that the City consider some potential follow-up meetings with key stakeholders following the conclusion of the public meeting.

While not included in our proposed scope of services, this is a point in the process where the City may want to revisit the process as far back as Action 2 if public concerns are overwhelming. If the City determines that is desirable, we feel that we can support such an effort within the budget amount identified for the City for this project.

During this part of the process AIM Consulting, Inc. will assist with the following:

- Community Workshop (1)
- Virtual Community Workshop (1)
- Public Information and Notification
- Communication Collateral
- Project Webpage and Social Media Content



Action 9: Conduct Public Hearing and Adopt Fee

We will work with the City and the design/fee team to present the plan and fee study to the City Council for their consideration. Recognizing that fees are never popular and there will almost assuredly be opponents to the proposed fee, we will provide the City with a list of all comments received during the public engagement process and the team's responses to those comments. We will participate in the hearing process as requested by the City and help to express the message that:

- Fees are never popular,
- These fees are a critical element to the overall success of the Heart of Fairfield Plan,
- We are sensitive to the underlying economic issues and have worked hard to strike the delicate balance between too little infrastructure and a correspondingly weak implementation, and fees that are too high and result in no investment in the area, and
- The fees go to fund important catalyst infrastructure that is necessary to support the implementation of the HOF Plan.

*We have allocated a total of
20 hours to complete Task B
Action Item 9.*

Task C: West Texas Road Diet and Streetscape Improvements

While much of the work to complete this Task will be done by the City's design consultants, our role as Project Manager is important. We will work to create a close and effective partnership with the designer engineer to ensure that the plan for the West Texas Road Diet and Streetscape Improvements meets the City's expectations.

Action 1: Evaluate construction phasing options and develop a phasing plan.

Some of the preliminary work to support this Action we expect to have completed in Task B, Action 2. The work done here would be to refine those prior conceptual efforts and yield functional and financially deliverable phases to the Project. Some of the important considerations would be phasing opportunities by block/segment (i.e. Beck to 5th Street) which may be driven by development interests as well as by element/layer (i.e. a striped road diet with bicycle, pedestrian and street tree improvements) that could be tailored to available grant funding. To maintain flexibility in implementation, we recommend that phasing options be developed for both scenarios. The goal here is to provide the City with as many options for deliverable segments as possible to fit all identified local investment and grant-funded scenarios.

*We have allocated a total of
130 hours to complete Task C
Action Item 1.*

Action 2: Complete Preliminary Design and Cost Estimate

Most of the work for this Action would be performed by the City's Engineering Design Consultant. We would propose to hold regular meetings with design team to track/manage process and periodic meetings with City contact to efficiently weigh and select alternatives and guide preliminary design. We would provide valuable QA/QC review to the design process.

*We have allocated a total of
50 hours to complete Task C
Action Item 2.*

Action 3: Seek Funding Opportunities and Prepare/Assemble Grant Application Packages

We will identify all potential grant funding opportunities for segments or elements of the project and prepare applications for those opportunities selected by the City. We have budgeted 200 staff hours to this Action item. The designation of the project area as a Priority Development Area (PDA) as well as the design features such as bicycle and pedestrian improvements, connections to transit, and road-diet make West Texas an attractive

*We have allocated a total of
200 hours to complete Task C
Action Item 3.*



potential project for funding under OBAG and Affordable Housing and Sustainable Communities programs. We will explore other options and pursue those selected by the City.

Action 4: Complete Construction Documents for First Phase – PS&E

Most of the work for this Action would be performed by the City's Engineering Design Consultant. We would hold regular meetings (weekly to bi-weekly) with the design team to track/manage the design process and periodic meetings with the City Engineer or designee to efficiently weigh and select alternatives and efficiently guide the design process. Our firm would use its extensive experience designing and constructing similar facilities to provide a constructability review of the construction package. Our approach would be to work cooperatively with the designer to incorporate our ideas into the design as it progresses. We would also conduct formal checks of the plans, specifications and estimates at the 50%, 80% and 100% stages.

*We have allocated a total of
200 hours to complete Task C
Action Item 4.*

Task D: Miscellaneous Items

Action 1: Meetings with City Staff

To ensure this Project stays on track and on budget and meets the City's expectation, we propose to hold regular meetings with the City Engineer in addition to any other meetings required to fulfill the scope of services. The purpose of these regular meetings would be to inform the City of the status of the work, share the schedule for upcoming milestones and project-level meetings, and solicit City input on the project on an on-going basis. Based on our experience, these meetings would be held roughly bi-weekly with increased frequency at certain key points and a reduced frequency during other portions of the project. We would propose to meet at the City's offices or by telephone at the City Engineer's discretion. We have estimated 70 status meetings over the course of the 3-year process.

*We have allocated a total of
156 hours to complete Task D
Action Item 1.*

Action 2: Planning Commission & City Council

Coastland is pleased to make any presentations as requested by the City. We have assumed up to three (3) presentations to the Planning Commission and City Council in our budget. We will also attend staff meetings and public meetings required to support the scope of services outlined is included.

*We have allocated a total of
36 hours to complete Task D
Action Item 21.*





WORK ESTIMATE

Heart of Fairfield Infrastructure Planning		Project Management Services						City of Fairfield			
Task Information		Billing Classification & Rate						Subconsultant	Hours & Cost		
		Hicks PM	Wanger PIC	Sr. Eng. Tech.	Utterback QA/QC	Janet Constr. Rev.	Admin		TOTAL HOURS	TOTAL FEE	NOTES
		\$160	\$195	\$130	\$160	\$165	\$85				
A	Assemble Public Works Heart of Fairfield Team										
	Action 1: Assist with Selection of Engineering and Financial Consultants	40							40	\$7,200	
	Subtotal								40	\$7,200	
B	Infrastructure Plan/Fee Study										
	Action 1: Identify all HOF Infrastructure Project Candidates	24		12					36	\$5,880	
	Action 2: Identify Project Scopes	40		20					60	\$9,600	
	Action 3: Develop Cost Estimates	60	10	60	20	10			160	\$25,700	
	Action 4: Prioritize Highest Value Projects	40		28					68	\$34,200	
	Action 5: Conduct Economic Feasibility Study	40							40	\$7,200	
	Action 6: Determine Final List of Projects	20		4					24	\$4,120	
	Action 7: Perform Nexus Study	60							60	\$14,400	
	Action 8: Outreach to Property Owners/Developers	40		8					48	\$35,268	
	Action 9: Hearing and Adopt Fee	12		8					20	\$3,200	
	Subtotal								538	\$139,788	
C	West Texas Road Diet and Streetscape Improvements										
	Action 1: Evaluate Construction Phasing Options / Develop Phasing Plan	60		20	40	10			130	\$22,150	
	Action 2: Complete Preliminary Design and Cost Estimate	20		10	20				50	\$8,500	
	Action 3: Seek Funding Opportunities	60	60	40			40		200	\$31,100	
	Action 4: Complete Construction Documents for First Phase	120			40	40			200	\$35,000	
	Subtotal								580	\$96,750	
D	Miscellaneous										
	Action 1: Bi-Weekly Status Meetings with the City	132	24						156	\$28,440	
	Action 2: Present Findings to the Planning Commission & City Council (3)	12		24					36	\$5,280	
	Subtotal								192	\$33,720	
	Direct Costs (repro, mileage, etc.)		\$1,500						52,185		\$3,685
Total Phase One Cost		800	94	234	120	60	40	\$52,591	1348	\$281,141	





COASTLAND

SCHEDULE OF HOURLY RATES

July 01, 2018 through June 30, 2019

PROFESSIONAL SERVICES

Principal Engineer	\$190-210/hour
Supervising Engineer	\$165-190/hour
Senior Engineer	\$150-170/hour
Associate Engineer	\$135-145/hour
Assistant Engineer	\$120-135/hour
Junior Engineer	\$110-125/hour
Principal Designer	\$140-150/hour
Engineering Assistant	\$110-140/hour
Senior Engineering Technician	\$130-150/hour
Engineering Technician	\$110-130/hour
Engineering Aide	\$90-105/hour
Resident Engineer	\$145-175/hour
Construction Manager	\$140-160/hour
Construction Inspector*	\$120-140/hour
Construction Administrator	\$80-90/hour
Building Plan Check Engineer/Architect	\$140-165/hour
Building Official and/or CASP	\$145-175/hour
Supervising Building Inspector	\$145-\$160/hour
Senior Building Inspector	\$125-\$140/hour
Building Inspector (I & II)	\$95-\$120/hour
Senior Plans Examiner	\$120-\$135/hour
Plans Examiner (I & II)	\$100-\$115/hour
Senior Permit Technician	\$95-\$105/hour
Permit Technician (I & II)	\$80-\$90/hour

CLERICAL (5) 85-90

\$80-90/hour

VEHICLE

\$15-20/hour

MILEAGE

\$0.68/mile**

OUTSIDE SERVICES

Cost + 15%

MATERIALS

Cost + 15%

- Computer time is included in the hourly rates used above.
 - Consultation in connection with litigation and court appearances will be quoted separately.
 - Additional billing classifications may be added to the above listing during the year as new positions are created.
- * Includes services subject to prevailing wage rates.
 ** Mileage rates are subject to change based on fuel cost increases